

LA 7/31/12

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:12-cr-220-01-18DAB

GUERARD WALLACE HOWARD

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Robert E. O'Neill, United States Attorney for the Middle District of Florida, and the defendant, Guerard Wallace Howard, and the attorney for the defendant, James Kontos, mutually agree as follows:

A. **Particularized Terms**

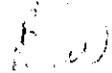
1. **Count Pleading To**

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with wire fraud, in violation of 18 U.S.C. § 1343.

2. **Maximum Penalties**

Count One carries a maximum sentence of 20 years imprisonment, a fine of \$250,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of not more than 3 years, and a special assessment of \$100, said

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AF Approval 

special assessment to be due on the date of sentencing. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- (1) The Defendant knowingly devised or participated in a scheme to defraud, or to obtain money or property by using false pretenses, representations, or promises;
- (2) The false pretenses, representations, or promises were about a material fact;
- (3) the Defendant acted with the intent to defraud; and
- (4) the Defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

Defendant's Initials

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5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to:

Suntrust Bank:	\$30,052.66
Bank of America:	\$39,357.22
Citimortgage:	\$49,032.02
GMAC Mortgage:	\$ 3,822.17
Green Tree Finance:	\$21,244.41
America Home Mtg:	\$16,356.90
Financial Freedom:	\$59,549.15

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to

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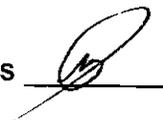
withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b), the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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9. Low End

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a sentence at the low end of the applicable guideline range, as calculated by the Court. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

10. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of

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sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

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12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to

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this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books,

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papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

13. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 982, whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, a money judgment in the amount of \$219,414.52, representing the amount of proceeds obtained as a result of the offense charged in Count One. The defendant also hereby agrees to waive all constitutional, statutory and procedural challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein

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constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1)(A), the United States and the defendant request that at the time of accepting this plea agreement, the Court make a determination that the government has established the amount of the proceeds of the offense to which defendant is pleading guilty is \$219,414.52 and enter an order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the defendant up to the value of the money judgment. The Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

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The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and U.S.S.G. § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of his cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

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Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987), including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and

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whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

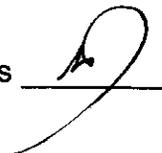
2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

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Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P.

32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition.

The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government

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are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

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6. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also

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understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty.

The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are

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true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

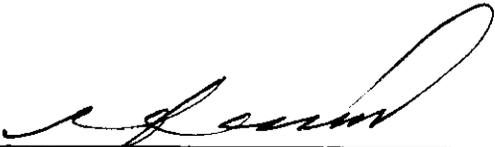
10. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

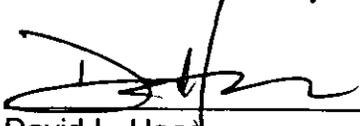
11. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

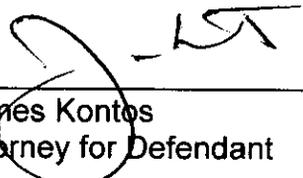
DATED this 31 day of August, 2012.



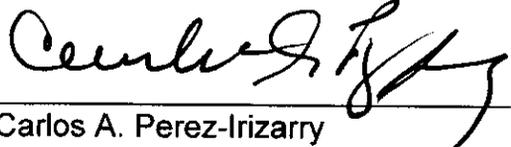
GUERARD WALLACE HOWARD
Defendant

ROBERT E. O'NEILL
United States Attorney
By: 

David L. Haas
Assistant United States Attorney



James Kontos
Attorney for Defendant



Carlos A. Perez-Irizarry
Assistant United States Attorney
Chief, Orlando Division

Defendant's Initials _____

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

Case No. 6:12-cr- 220-ORI-18 DAB

GUERARD WALLACE HOWARD

PERSONALIZATION OF ELEMENTS

1. Between on about November 10, 2007 through in or about August, 2011, in the Middle District of Florida, and elsewhere, did you knowingly devise or participated in a scheme to defraud, or to obtain money or property by using false pretenses, representations, or promises?

2. Were the false pretenses, representations, or promises about a material fact?

3. Did you act with the intent to defraud?

4. Did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud?

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

Case No. 6:12-cr-220-OT-18DAB

GUERARD WALLACE HOWARD

FACTUAL BASIS

Guerard Wallace Howard, doing business as Provincial Real Estate Administrative Services, Inc. ("Provincial"), engaged in illegal short sale flipping transactions. Howard and Provincial, doing business as a real estate management company, approached and/or were approached by distressed sellers and negotiated a land trust agreement with the Provincial as trustee. Howard then had the seller execute a warranty deed to the trustee, Provincial. The deed effectively transferred title of the property to Provincial. However, rather than record the deed immediately, Howard waited to record it until just before closing the short sale transaction.

When negotiating the short sale with the lender, Howard did not inform the lender of the land trust agreement nor provided the warranty deed to trustee, but acted under the auspices of representing the seller. This tactic concealed from the short sale lender the fact that Howard, through Provincial, was contracting to purchase property for which he already held the title.

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In an effort to deceive lenders, Howard also engaged in reverse staging and commission shifting. Reverse staging is a process wherein someone manipulates the short sale price by intentionally downgrading a property's appearance and falsely representing the condition of a property in advance of bank appraisals. The reverse staging is done in an effort to acquire the property at below market price.

Before agreeing to an offer from Provincial, the short sale lender ordered a broker price opinion (BPO) on the property. However, before the BPO was conducted, Howard reverse staged the property. Specifically, for the properties listed herein, Howard gained access to each property in advance of the appraisal and engaged in the following specific acts in an effort to downgrade the value of the property and in turn influence the short sale lender to accept his below market offer:

- removed receptacle plates and pulled wires from the walls falsely representing to an appraiser that the house required rewiring;
- falsely represented to an appraiser that the house needed electrical service upgrades;
- falsely represented to an appraiser that the house required repair work;
- sprayed the house with a foul-smelling prank product called "Liquid Ass" and falsely represented to an appraiser that the odor was due to mold or other potential biohazard issues that required expensive remediation costs;

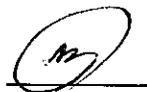
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After reverse staging the property, Howard left a fraudulent repair estimate that listed the cost of repairs for the appraiser completing the BPO, effectively lowering the perceived value of the property. Howard used invoice letterhead from legitimate contracting businesses, thereby making the estimates appear genuine. Additionally, in subsequent negotiations with the short sale lender, Howard referenced the false estimates with the lender, further highlighting the alleged necessary repairs. Using this tactic, Howard negatively and materially influenced the BPO and obtained a short sale price below what the property could be sold for through a standard short sale. Howard then profited from the resales of those properties to the detriment of the short sale lender. Consequently, Howard/Provincial falsely represented the condition of each property to an appraiser whose report the lender relied upon in determining whether to accept Provincial's below market purchase price.

In addition to reverse staging, Howard engaged in commission shifting. That is, Howard caused realtor commissions that should have been borne as an expense in the resale transaction to be paid as part of the short sale transaction. The shifting of these costs, from the resale to the short sale, resulted in the short sale lender bearing realtor commission costs that should have been borne by Howard. This resulted in a higher profit to Howard and was to the detriment of the short sale lender.

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At the final stage of the short sale flipping process, Howard manipulated the closing paperwork in order to shift the bulk of the closing costs of the short sale and end sale to the short sale lender. Howard purposely shifted as much of the end-buyer realtor commissions as he could to the short sale closing. This had the effect of reducing his end-sale costs and increasing his profits. To accomplish that, Howard submitted an amended HUD to the title company that falsely listed the end-buyer realtor as part of the short sale transaction. This had the effect of the end-sale realtor receiving two commission checks at closing; one from the short sale and one from the end sale. The checks together totaled what the realtor was due.

Howard scheduled both closings for the same day, or as close together as possible, and paid cash-obtained through investor funds-for the short sale purchase. Howard then resold to the end buyer who financed through one of two end buyer lenders who calculated the seasoning period in Howard's favor.

At closing, Howard included the total owed to all realtors, for both the short sale and end sale, in the short sale HUD-1 statement, up to the percentage authorized by the short sale lender for the property. If any remaining amount was owed the end buyer realtor, it was paid from the end sale HUD-1 statement. This placed the cost of the majority, if not all, of the realtor commissions for both the short and end sale on the short sale lender, even though the lender was party only to the short sale.

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The net effect of these tactics was that the lender was led to believe it was negotiating in good faith with the distressed seller for a short sale to a third party, when in reality the short sale purchaser, Howard and Provincial, was controlling the negotiation on the seller's side and was able to obtain a purchase price well below fair market value. Additionally, Howard's manipulation of the HUD-1 statements added additional losses to the lender and profits for him.

As outlined below, the net sales proceeds on the resale of each property were wire transferred into accounts controlled by Howard. The wires were transferred using the Fedwire system, thereby affecting interstate commerce.

Property Address	Net Sales Proceeds (\$)	Wired From	Wired To	Date Credited
420 Ocean Spray Ave., Satellite Beach, FL 32937	18,284.92	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Jayson Management Inc., account number xxxxx6824	5/22/2009
2938 Matthew Dr., Rockledge, FL 32955	17,324.42	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	6/19/2009
1386 York Circle, Melbourne, FL 32904	11,767.74	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Jayson Management Inc., account number xxxxx6824	2/11/2010
2909 Flowertree Rd., Orlando, FL 32812	26,265.33	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	2/25/2010

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3405 Teal Street, Titusville, FL 32796	3,822.17	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	3/23/2010
105 Lagoon Ave., Melbourne, FL 32901	1,842.68	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	3/23/2010
627 Ballon Terrace SE, Palm Bay, FL 32909	4,664.60	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	3/31/2010
1273 Scranton Street SW, Palm Bay, FL 32908	21,244.41	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	4/19/2010
5540 Holden Road, Cocoa, FL 32927	16,356.90	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	4/22/2010
2152 Lucille Lane, Melbourne, FL 32035	2,661.96	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	6/16/2010
2258 Maeve Circle, Melbourne, FL 32904	20,104.73	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	7/1/2010
300 Spring Drive, unit #8, Merritt Island, FL 32953	15,525.52	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	8/4/2010

Defendant's Initials



705 River Oaks Lane, Merritt Island, FL 32953	59,549.15	Seacoast National Bank, South Florida Title Services, Inc.	RBC Bank, Provincial RE Admin Serv, Inc., account number xxxxx2343	10/22/2010
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Howard's realized profit on the resale of thirteen (13) properties was

\$219,414.53. The victim financial institutions and corresponding losses are as follows:

Suntrust Bank:	\$30,052.66
Bank of America:	\$39,357.22
Citimortgage:	\$49,032.02
GMAC Mortgage:	\$ 3,822.17
Green Tree Finance:	\$21,244.41
America Home Mtg:	\$16,356.90
Financial Freedom:	\$59,549.15

	\$219,414.52
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Defendant's Initials 